

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Gilberto Aponte	Debtors(s)	
Toyota Motor Credit Corporation	Movant	BK NO. 20-10808-ELF
v.		CHAPTER 13
Gilberto Aponte	Respondent	
and		
William C Miller	Additional Respondent	

**MOTION OF TOYOTA MOTOR CREDIT CORPORATION FOR RELIEF FROM THE  
AUTOMATIC STAY UNDER SECTION 362 PURSUANT TO BANKRUPTCY  
PROCEDURE RULE 4001**

Toyota Motor Credit Corporation (“Movant”), by its Attorney, Leopold & Associates, PLLC, files this Motion for Relief from Automatic Stay (“Motion”), and moves this Court for an Order granting relief from stay and in support thereof states the following:

1. Gilberto Aponte (“Debtor”) filed a Chapter 13 Bankruptcy Petition filed on February 7, 2020 by
2. This Court has jurisdiction of this matter pursuant to 11 U.S.C. §362 and 28 U.S.C. §157(b)(2).
3. On January 15, 2018, the Debtor entered into a Vehicle Retail Installment Contract in the amount of \$28,458.96 (“Agreement”) for the purchase of a 2015 Toyota RAV 4 XLE, VIN # 2T3RFREV6FW265461 (“Vehicle”). A true and correct copy of the Agreement is attached hereto as **Exhibit A**.
4. Movant is secured under the Agreement by a properly perfected first lien security interest in the Vehicle. A true and correct copy of the title to the Vehicle is attached hereto as **Exhibit B**.

5. Movant, to the best information and belief, states that there is no other entity claiming a lien on the Vehicle.
6. The Movant has filed a Proof of Claim within this Bankruptcy Court dated March 26, 2020 under claim # 8.
7. Movant filed an Amended Proof of Claim on July 6, 2020 under claim #8-2.
8. The outstanding balance under the Agreement as February 7, 2020 is \$13,856.09.
9. The fair market value of the Vehicle is \$16,375.00 based on NADA.
10. The Debtor is delinquent to the Movant for 5 post-petition payments due under the contract for the following months

4/1/20: 311.93

5/1/20: 311.93

6/1/20: 311.93

7/1/20: 311.93

8/1/20: 311.93.

11. The total amount due from the Debtor to the Movant to reinstate the Agreement post-petition is \$1,559.65.

12. The Debtor is in possession of the Vehicle.

13. Movant moves pursuant to 11 U.S.C. §362(d)(1) that the automatic stay should be lifted for cause as the Movant lacks adequate protection of its interest in the Vehicle and has failed to make post-petition payments under the Agreement.

14. The Movant additionally hereby requests a waiver of Bankruptcy Rule 4001(a)(3).

WHEREFORE, Movant pray that the Court grant 1) the termination of the automatic stay as to Movant in the 2015 Toyota RAV 4 XLE with VIN # 2T3RFREV6FW265461 and to seek statutory and other available remedies; 2) the Movant may obtain possession of the 2015

Toyota RAV 4 XLE with VIN # 2t3rfrev6fw265461 to the exclusion of the Debtor; 3) Movant further be granted its attorney fees and costs related to this motion; and 4) any other such further relief , at law or in equity as is just.

Date: August 13, 2020

/s/ Robert Wendt, Esquire  
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